



BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

Arizona Corporation Commission  
**DOCKETED**

FEB 11 2011

GARY PIERCE - Chairman  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS

DOCKETED BY

nr

IN THE MATTER OF AUTOTEL CORP.'S BONA FIDE REQUEST FOR TERMINATION OF EXEMPTION PURSUANT TO SECTION 251 (f) (1) (B) OF THE TELECOMMUNICATIONS ACT OF 1996 AND TO PROVIDE COMMERCIAL MOBILE RADIO SERVICES IN ARIZONA.

DOCKET NO. T-03214A-10-0051

DECISION NO. 72183

ORDER

Open Meeting  
February 1 and 2, 2011  
Phoenix, Arizona

**BY THE COMMISSION:**

\* \* \* \* \*

Having considered the entire record herein and being fully advised in the premises, the Commission finds, concludes, and orders that:

**FINDINGS OF FACT**

**Procedural History**

1. On February 9, 2010, Autotel Corp. ("Autotel") filed with the Arizona Corporation Commission ("Commission") a Bona Fide Request for Termination of Exemption ("Request"), pursuant to 47 U.S.C. § 251(f)(1)(B) of the Telecommunications Act 1996 ("1996 Act"). According to the Request, Autotel is seeking an interconnection agreement with Frontier Communications Corporation<sup>1</sup> ("Frontier") to provide Commercial Mobile Radio Service ("CMRS") in Arizona. The Request states Frontier has advised Autotel that it has not formally invoked its rights as a rural carrier in any of the existing legal entities Frontier operates in Arizona. Autotel requests that the Commission conduct an inquiry to determine if any of the Frontier operating companies meet the

<sup>1</sup> Frontier was formerly named Citizens Communications Company ("Citizens"). See Docket No. T-03234A-03-0188.

1 definition of Rural Telephone Company under 47 U.S.C. 153 (37).

2       2.       On June 30 and July 7, 2010, Autotel filed a Petition for Arbitration and requested that  
3 the Commission arbitrate an interconnection agreement ("ICA") between Autotel and Frontier.

4       3.       On July 13, 2010, by Procedural Order, the Commission's Utilities Division ("Staff")  
5 and Frontier were directed to file a response to Autotel's Request and Petition for Arbitration.

6       4.       On July 27, 2010, Staff filed a response stating that the Commission had conducted an  
7 earlier arbitration between Frontier (formerly Citizens) and that Autotel had refused to sign the  
8 agreement prepared by Citizens incorporating the terms of the arbitration as required by Commission  
9 Decision No. 67273. Staff also stated that it believes Autotel's Petition may be procedurally deficient  
10 and that Autotel's Request may be moot and unnecessary. Staff requested that a procedural  
11 conference be scheduled to discuss whether Autotel's Request and Petition should be dismissed.

12       5.       On the same date, Frontier filed a Motion to Dismiss in response to Autotel's Request  
13 and Petition. Frontier requests that Autotel's Petition for Arbitration be dismissed because a current  
14 ICA is in effect and, alternatively, that the Petition be dismissed because it lacks specificity as to the  
15 issues to be resolved.

16       6.       On August 3, 2010, by Procedural Order, a procedural conference was scheduled for  
17 September 1, 2010, to discuss Frontier's Motion to Dismiss and to determine whether a procedural  
18 schedule should be set.

19       7.       On September 1, 2010, the procedural conference was held as scheduled. Mr. Richard  
20 Oberdorfer appeared on behalf of Autotel. Frontier and Staff and appeared through counsel. During  
21 the procedural conference, Frontier urged the Commission to dismiss Autotel's Petition and Staff  
22 stated it supported Frontier's request to dismiss the Petition. Further, discussions were held regarding  
23 whether Autotel intends to provide wireless services in Arizona; whether Autotel's request for  
24 termination of exemption is moot or unnecessary; and whether Autotel has fulfilled its obligations for  
25 terminating and/or renegotiating the terms of the ICA with Frontier. At the conclusion of the  
26 procedural conference, Autotel was directed to file a response to Frontier's Motion to Dismiss, and  
27 other procedural deadlines were set.

28       8.       On September 15, 2010, Autotel filed a Response to Frontier's Motion to Dismiss.

9. On September 30, 2010, Staff and Frontier docketed pleadings replying to the issues raised in Autotel's response.

### **Background**

10. On March 27, 2003, Autotel filed with the Commission a Petition for Arbitration of interconnection rates, terms, and conditions with Citizens pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 ("1996 Act"), ("2003 action").<sup>2</sup> On October 5, 2004, the Commission issued Decision No. 67273, which adopted the terms of the arbitration as recommended by the Administrative Law Judge ("ALJ"). Decision No. 67273 directed the parties to prepare, sign, and file a final agreement within 30 days of the Decision. On January 31, 2005, Citizens notified the Commission that Autotel had declined to execute the arbitrated ICA which incorporated the Commissions' determinations set forth in Decision No. 67273.<sup>3</sup>

11. On May 5, 2005, Autotel filed a Complaint in the United States District Court for the District of Arizona ("Complaint") against the Commission and Citizens alleging that Commission Decision No. 67273 and the Commission-approved ICA between Autotel and Citizens did not comply with the 1996 Act. Citizens and the Commission filed motions to dismiss ("MTD") the Federal Complaint. On March 8, 2007, the U.S. District Court granted Citizens and the Commission's MTD. According to Staff, Autotel filed an appeal with the U.S. Court of Appeals for the 9<sup>th</sup> Circuit, but the appeal was denied.<sup>4</sup>

12. On November 21, 2005, ("2005 action") and during the pendency of Autotel's appeal to the 9<sup>th</sup> Circuit, Autotel filed with the Commission a second Notice of Bona Fide Request ("Notice") and Request for Termination of Exemption naming a Citizens' subsidiary (CRUC).<sup>5</sup> Subsequently, the Commission issued Decision No. 68605 (March 23, 2006), dismissing Autotel's Notice with prejudice. In Decision No. 68605 the Commission stated:

...[I]nterconnection with Citizens' network is possible under the previous Decision and resulting ICA, which is binding on both parties and may not be ignored by

<sup>2</sup> Docket No. T-03234A-03-0188.

<sup>3</sup> See, Citizens' letter docketed January 31, 2005, Docket No. T-03234A-03-0188.

<sup>4</sup> Staff Response filed September 30, 2010.

<sup>5</sup> See, Docket No. T-01954B-05-0852.

1 either party. Citizens pointed out that Autotel has failed to address its previous  
 2 lengthy interconnection arbitration proceeding, with which Autotel has chosen, for  
 3 unknown reasons, not to comply. Autotel's arguments are not persuasive, and it  
 has cited no legal authority that overcomes, or adequately addresses the arguments  
 set forth by Citizens and Staff.

4 We therefore agree with Staff and Citizens that Autotel's Notice should be  
 5 dismissed, and will do so with prejudice. We admonish Autotel for its waste of  
 6 administrative and judicial resources in filing this Notice while its Federal  
 7 Complaint remains pending and while it has failed to make use of its Approved  
 8 ICA. Autotel has further wasted Commission resources in failing to send a  
 9 suitable representative to appear for oral argument. Although this Commission  
 does not regulate Autotel apart from its role in arbitration pursuant to the Act, it is  
 our hope that Autotel will take this admonishment into account for purposes of  
 future filings and its deportment in those proceedings.<sup>6</sup>

10 13. On April 7, 2006, Autotel filed a third Petition for Arbitration with the Commission  
 11 seeking an ICA with Citizens ("2006 action").<sup>7</sup> Oral argument was held on Autotel's third Petition  
 12 and the Commission subsequently dismissed the proceeding, stating:

13 It is clear that Autotel is unhappy with the outcome of its Original Petition, as Mr.  
 14 Oberdorfer has stated on the record, and Autotel has taken steps for redress by  
 15 filing with the federal court for relief. Autotel's insistence in continuing to file  
 16 successive petitions with the Commission is perplexing in light of the outcome of  
 17 the Second Petition, which admonished Autotel for prematurely requesting  
 arbitration of an ICA while the initial ICA sits idle pending the outcome of  
 Autotel's federal appeal.<sup>8</sup>

#### 18 **Current Proceeding**

19 14. On February 29, 2010, Autotel filed a Request for Termination of Exemption<sup>9</sup> and on  
 20 June 30, and July 7, 2010, a fourth Petition for arbitration of an ICA with Frontier was filed.  
 21 Autotel's Request and fourth Petition, requested that the Commission conduct an inquiry into  
 22 whether any of the Frontier operating companies meet the definition of a rural telephone company  
 23

24  
 25 <sup>6</sup> Decision No. 68605 at 5.

26 <sup>7</sup> See, Docket No. T-01945B-06-0232. This action was also filed during the pendency of Autotel's 9<sup>th</sup> Circuit Court of  
 Appeals proceeding.

27 <sup>8</sup> Procedural Order issued July 28, 2006 in Docket No. T-01954B-06-0232 at 2.

28 <sup>9</sup> Pursuant to the Act, the Commission must act on the Request within 120 days. In light of the procedural history  
 discussed herein regarding Autotel's numerous filings involving the same issues previously adjudicated by this  
 Commission, the timeclock provisions of the Act are not applicable.

1 under 47 USC 153 (37) and, if so, to terminate the rural carrier exemption.<sup>10</sup> Autotel's Request states  
 2 that Frontier has informed Autotel that it has not formally invoked its rights as a rural carrier for any  
 3 of the existing legal entities Frontier operates in Arizona.<sup>11</sup> Subsequently, Autotel filed a Petition  
 4 seeking to arbitrate a new ICA with Frontier.

5 15. Frontier filed a Response and Motion to Dismiss Autotel's Request and fourth Petition  
 6 for Arbitration. Frontier's response states that Autotel's Request and Petition is "another attempt by  
 7 Autotel to circumvent the Commission's prior decisions, including the Commission's Arbitration  
 8 Opinion and Order in Decision No. 67273." <sup>12</sup> Frontier requests that the Commission dismiss  
 9 Autotel's Petition because Autotel is "still subject to an existing arbitrated interconnection agreement  
 10 until March 2011<sup>13</sup> and because Autotel has failed to comply with the Commission's rules and  
 11 requirements in submitting its Arbitration Petition." Frontier points out that Autotel's request "does  
 12 not even acknowledge the Commission's three prior orders."<sup>14</sup>

13 16. Frontier also asserts that in addition to Autotel's history with this Commission in  
 14 attempting to circumvent Commission Decisions by requesting to enter into new ICAs, Autotel has  
 15 attempted the same actions in other jurisdictions.<sup>15</sup> Frontier attached to its Motion to Dismiss a  
 16 Decision from the Utah Public Service Commission, which rejected Autotel's similar request to enter  
 17 into a new ICA with Qwest when Autotel refused to sign the ICA arbitrated by the Utah  
 18 Commission.<sup>16</sup> The Utah Commission found that Autotel's request ignored the Commission's prior  
 19 orders and that Autotel failed to properly identify open issues for arbitration pursuant to 47 U.S.C. §  
 20

---

21 <sup>10</sup> Autotel's Request at 1.

22 <sup>11</sup> Id. at 1.

23 <sup>12</sup> Frontier Response at 1.

24 <sup>13</sup> The approved ICA states:

Section 9. Term and Termination of Agreement

25 9.1 This agreement will become effective upon the first business day following the date this  
 26 Agreement has been approved by the applicable regulatory authority or authorities and will continue for a  
 27 period of two (2) years unless terminated earlier under the conditions set forth in this Section. This  
 Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless  
 either Party provides the other Party with no less than ninety (90) day's prior written notification of, in the  
 case of Citizens, its intent to terminate this Agreement, or in the case of either Party, its desire to  
 renegotiate at the end of the initial or any successive period.

28 <sup>14</sup> Id. at 6.

<sup>15</sup> Id.

<sup>16</sup> Id. at 7. See also, Utah Commission Decision (December 7, 2005), granting Motion to Dismiss, Docket No. 05-049-95.

1 252(b)(2)(A).<sup>17</sup> The Utah Commission Decision stated:

2  
3 We also base our dismissal on Autotel's continuing failure to file a signed  
4 ICA the terms of which comply with our decision in the Arbitration Order.  
5 47 U.S.C. 8 252(e) makes it clear that if Autotel does not agree with the  
6 Commission's decision on issues arbitrated in Docket No. 03-049-19 it  
7 should submit a signed agreement in accordance with that decision and  
8 then appeal to the appropriate federal district court. Autotel refuses to do  
9 so. We refuse to permit Autotel, in contravention of federal statute, to  
10 ignore our previous orders and to, apparently, seek arbitration of  
11 previously settled issues. Because the current Petition appears directly  
12 related to the prior proceedings in Docket No. 03-049-19, we are  
13 compelled to remind the parties that we determined in that docket to  
14 undertake no further arbitration of the issues presented in that docket until  
15 the parties submit for approval a signed ICA consistent with our findings  
16 in that docket. While we will entertain requests to arbitrate new issues not  
17 presented in the prior docket, any such arbitration would be confined to  
18 only those new issues; absent presentation to this Commission of a signed  
19 ICA as outlined above, we will not revisit under any guise issues  
20 previously arbitrated.<sup>18</sup>

17. In addition, the Utah Commission Decision stated that "although Autotel has attached  
21 apparently competing agreements to its Petition, it fails to specifically identify issues within those  
22 agreements requiring Commission resolution, or the parties' respective positions regarding those  
23 issues."<sup>19</sup> The Utah Commission concluded that Autotel's failure to state with specificity the issues  
24 requiring Commission resolution was sufficient to justify dismissal of the Petition.<sup>20</sup>

18. Frontier points to federal case law to support its position that the Commission's  
25 approved ICA in Decision No. 67273 is binding on Autotel.<sup>21</sup> In Global Naps v. Verizon New  
26 England,<sup>22</sup> Global Naps, a competitive local exchange carrier ("CLEC"), sought to negotiate a new  
27 ICA when it was dissatisfied with the outcome of the arbitration order issued by the Massachusetts  
28 Department of Telecommunications and Energy ("Massachusetts Commission"). In that proceeding,  
the Massachusetts Commission concluded that a prior arbitration decision cannot be disregarded by

<sup>17</sup> Utah Commission Decision (December 7, 2005), granting Motion to Dismiss at 3.

<sup>18</sup> Id. at 4.

<sup>19</sup> Id. at 4.

<sup>20</sup> Id. at 5.

<sup>21</sup> Frontier Response and Motion to Dismiss at 7.

<sup>22</sup> Global Naps v. Verizon New England, 396 F.3d 16 (1<sup>st</sup> Cir. 2005), affirming Global Naps v. Verizon New England, 2004WL 1059792 (D. Mass 2004).

1 parties to the arbitration by seeking to enter into a new ICA. The 1<sup>st</sup> Circuit Court of Appeals  
 2 summarized the Massachusetts Commission's rejection of Global Nap's attempt to negotiate a new  
 3 ICA as follows:

4 1. Its [Massachusetts Commission's] decision in the underlying  
 5 arbitration proceeding between the parties was final and binding on both  
 6 parties and therefore Global Nap had an obligation to sign the arbitrated  
 interconnection agreement and could not elect to enter into a new  
 alternative interconnection agreement;

7 2. Global Nap should not be allowed to "game the system" by  
 8 attempting to arbitrate an interconnection agreement and if unhappy with  
 the results, merely seek a new agreement; and

9 3. Public policy dictated that the interconnection agreement arbitrated  
 10 by the parties be upheld to provide an incentive for competitive carriers to  
 negotiate in good faith and to conserve administrative resources.<sup>23</sup>

11 19. The Massachusetts Commission decision in *Global Nap* was affirmed by the U.S.  
 12 District Court on appeal.<sup>24</sup>

13 20. Staff and Frontier further assert that under the 1996 Act and Arizona Administrative  
 14 Code ("A.C.C.") R14-2-150(B)(2), Autotel's Petition must be denied. Under the Act and the  
 15 Commission's Rules, a Petition for arbitration must provide all relevant documents concerning: 1) the  
 16 unresolved issues; 2) the position of each party with respect to those issues; and 3) any other issue  
 17 discussed and resolved by the parties. Frontier and Staff argue that Autotel's attachment of a draft  
 18 ICA fails to meet the requirements of the Act and therefore it is grounds to dismiss the Petition.<sup>25</sup>

19 21. Autotel has also requested that the Commission terminate Frontier's exemption as a  
 20 rural telephone company pursuant to 47 U.S.C. § 251(f).<sup>26</sup> Frontier asserts that it has informed

21 <sup>23</sup>See, *Global NAPS, Inc. v. Verizon New England Inc.*, 2004 WL 1059792 (May 2004) affirmed, 396 F.3d at 21 (1<sup>st</sup> Cir.,  
 22 2005).

23 <sup>24</sup>Id. at 16.

24 <sup>25</sup>Staff's Filing Re: Autotel's Response at 8. Frontier Response at 10.

25 <sup>26</sup>47 U.S.C § 251(f) provides:

26 (f) EXEMPTIONS, SUSPENSIONS, AND MODIFICATIONS. (1) EXEMPTION FOR CERTAIN RURAL  
 27 TELEPHONE COMPANIES (A) EXEMPTION. Subsection (c) of this section shall not apply to a rural telephone  
 28 company until (i) such company has received a bona fide request for interconnection, services, or network elements, and  
 (ii) the State commission determines (under subparagraph (B)) that such request is not unduly economically burdensome,  
 is technically feasible, and is consistent with section 254 (other than subsections (b)(7) and (c)(1)(D) thereof).

(B) STATE TERMINATION OF EXEMPTION AND IMPLEMENTATION SCHEDULE. The party making a bona  
 fide request of a rural telephone company for interconnection, services, or network elements shall submit a notice of its  
 request to the State commission. The State commission shall conduct an inquiry for the purpose of determining whether  
 to terminate the exemption under subparagraph (A). Within 120 days after the State commission receives notice of the  
 request, the State commission shall terminate the exemption if the request is not unduly economically burdensome, is  
 technically feasible, and is consistent with section 254 (other than subsections (b)(7) and (c)(1)(D) thereof). Upon

Autotel that it has not invoked its rights as a rural telephone company in any of its Arizona companies.<sup>27</sup> Frontier and Staff agree that because Frontier has not invoked the exemption it is unnecessary for the Commission to commence a proceeding to terminate the exemption when it has not been invoked.<sup>28</sup> Staff further states that proceedings under 47 U.S.C 251(f)(2) are fact intensive and time consuming, and such a proceeding is unnecessary in light of the fact that Frontier has not invoked its rights under the exemption.<sup>29</sup> Frontier asserts that the fact that it entered into an ICA with Autotel pursuant to Commission Decision No. 67273, and did not invoke its exemption at that time, is further evidence that Frontier has not invoked its rights as rural carrier under the Act.<sup>30</sup>

22. Autotel asserts that it will be prejudiced if the rural exemption is not terminated by the Commission.<sup>31</sup> Autotel points to a provision in the Commission approved ICA which states that:

This Agreement does not waive the status of Citizens or any unaffiliated ILEC as a rural carrier pursuant to the Telecommunications Act. Citizens reserves the right to respond that it is not required to provide a requested service or Unbundled Network Element as a result of a rural exemption pursuant to 47 U.S.C. 252(f)(1) or other laws or regulations or to file a request for suspension or modification or any requirement in 47 U.S.C. 251 (b) or (c) pursuant to 47 U.S.C. 251 (f) (2) or other laws or regulations. Carrier reserves the rights to challenge such a response.

23. Staff responded that to the extent the issue was decided in the arbitration, Frontier would be unable to invoke the exemption and that if Frontier at a later date relied upon the above-reference provision to invoke the exemption with respect to an issue between the parties, a proceeding could be commenced at that time to challenge the exemption.<sup>32</sup> However, Staff states at this point in time Frontier has not invoked the exemption and to commence a proceeding would be a "needless waste of Commission resources."<sup>33</sup>

24. Autotel also asserts that the above-referenced provision allows Frontier "to argue its

---

termination of the exemption, a State commission shall establish an implementation schedule for compliance with the request that is consistent in time and manner with Commission regulations.

<sup>27</sup> See Affidavit of Jenny Smith, Frontier Response, Attachment 1.

<sup>28</sup> Staff Filing Re: Autotel Response at 5. Frontier Reply at 6.

<sup>29</sup> Staff Filing Re: Autotel's response at 5.

<sup>30</sup> Frontier Reply at 6.

<sup>31</sup> Autotel Response at 4.

<sup>32</sup> Staff's Filing Re: Autotel's Response at 5.

<sup>33</sup> Id.



1 way around the good faith negotiation provisions” under the 1996 Act.<sup>34</sup> Staff responded that with  
 2 respect to the ICA negotiation, Frontier is under the same duty to negotiate in good faith as any other  
 3 provider subject to the Act’s requirements.<sup>35</sup> Staff further points out that under Global Nap, Autotel’s  
 4 refusal to sign the approved ICA is indicative of bad faith. Staff states that in Global Nap, the 1<sup>st</sup>  
 5 Circuit Court of Appeals found that Global Nap’s refusal to comply with the Massachusetts  
 6 Commission’s Decision was a violation of the 1996 Act’s duties of good faith and cooperation. In  
 7 Global Nap, the Court concluded:

8  
 9 Furthermore, under Section 252(b)(5), Global’s refusal to cooperate with  
 10 the arbitrator’s order constitutes a failure to negotiate in good faith. See 47  
 11 U.S.C. Section 252(b)(5) (“The refusal of any other party to the  
 12 negotiation . . .to cooperate with the State commission in carrying out its  
 13 function as an arbitrator . . . shall be considered a failure to negotiate in  
 14 good faith.”). Therefore, enforcement of the arbitration order is an entirely  
 15 appropriate penalty and serves as a disincentive for the CLEC to force an  
 ILEC to arbitrate an agreement while reserving the right to withdraw if it  
 does not like the outcome. Finally, DTE correctly ruled that permitting  
 Global to ignore its arbitration decision would waste DTE’s limited  
 resources and impose an unnecessary burden on Verizon.<sup>36</sup>

16 25. We agree with Staff and Frontier that because Frontier has not invoked its rights as a  
 17 rural telephone carrier pursuant to 47 U.S. C. 251 (f), a proceeding to terminate the exemption is  
 18 unnecessary and would constitute a waste of Commission resources at this time. Therefore, Autotel’s  
 19 Request is denied.

20 26. We have stated in previous decisions that Decision No. 67273 and the resulting ICA  
 21 are binding on Frontier and Autotel. Autotel’s failure to comply with this Commission’s previous  
 22 decision shows an intent by Autotel to ignore this Commission’s orders, and Autotel’s refusal to sign  
 23 the approved ICA is contrary to the requirements of Decision No. 67273 and the 1996 Act.  
 24 Therefore, Autotel’s Petition is denied. Again, we admonish Autotel for its waste of administrative  
 25 and judicial resources in filing this Request and fourth Petition instead of making use of its approved  
 26 ICA.

---

27 <sup>34</sup> Autotel Response at 5.

28 <sup>35</sup> Id. at 6.

<sup>36</sup> 396 F.3d 16 (1<sup>st</sup> Cir 2005).

**CONCLUSIONS OF LAW**

1  
2 1. Frontier and Autotel are public service corporations within the meaning of Article XV  
3 of the Arizona Constitution.

4 2. Frontier and Autotel are telecommunications carriers within the meaning of 47 U.S.C.  
5 §§ 251 and 252.

6 3. The Commission has jurisdiction over Frontier and Autotel and the subject matter of  
7 the Petition pursuant to 47 U.S.C. §§ 251 and 252 and A.A.C. R14-2-1501.

8 4. The Commission's resolution of the issues pending herein is just and reasonable,  
9 meets the requirements of the Act and regulations prescribed by the FCC pursuant to the Act, is  
10 consistent with the best interests of the parties, and is in the public interest.

**ORDER**

11  
12 IT IS THEREFORE ORDERED that Autotel Corp.'s Bona Fide Request for Termination of  
13 Exemption, is hereby denied.

14 ...

15 ...

16 ...

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 IT IS FURTHER ORDERED that Autotel Corp.'s Petition for Arbitration with Frontier  
2 Communications Corporation, is hereby denied.

3 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

4 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

5  
6  
7 CHAIRMAN

COMMISSIONER

8  
9 COMMISSIONER

**EXCUSED**

COMM. NEWMAN

COMMISSIONER

COMMISSIONER

10  
11 IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,  
12 Executive Director of the Arizona Corporation Commission,  
13 have hereunto set my hand and caused the official seal of the  
14 Commission to be affixed at the Capitol, in the City of Phoenix,  
15 this 11<sup>th</sup> day of February, 2011.

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
ERNEST G. JOHNSON  
EXECUTIVE DIRECTOR

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

1 SERVICE LIST FOR: AUTOTEL CORP.

2 DOCKET NO.: T-03214A-10-0051

3

4 Richard L. Oberdorfer  
AUTOTEL CORP.  
P.O. Box 1618  
5 Bend, OR 97709

6 Jenny Smith, Manager  
Interconnection Services  
7 FRONTIER COMMUNICATIONS CORP.  
9260 East Stockton Blvd.  
8 Elk Grove, CA 95624

9 Jeffrey W. Crockett  
BROWNSTEIN HYATT FARBER SCHRECK  
10 40 N. Central Ave., 14<sup>th</sup> Floor  
Phoenix, AZ 85004

11 Janice Alward, Chief Counsel  
12 Legal Division  
ARIZONA CORPORATION COMMISSION  
13 1200 West Washington Street  
Phoenix, AZ 85007

14 Steven M. Olea, Director  
15 Utilities Division  
ARIZONA CORPORATION COMMISSION  
16 1200 West Washington Street  
Phoenix, AZ 85007

17

18

19

20

21

22

23

24

25

26

27

28